

AN ORDINANCE approving the awarding of Reference #5023 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and SUMMIT TRANSMISSION for the City Utilities Garage.

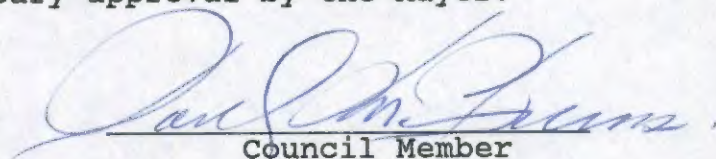
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #5023 between the City of Fort Wayne, by and through its Department of Purchasing and SUMMIT TRANSMISSION, INC. for the City Utilities Garage, respectfully for:

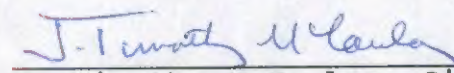
the purchase of transmissions through the City Utilities Garage for the City fleet during 1992;

involving a total cost of Nineteen Thousand Five Hundred and no/100+/- Dollars (\$19,500.00+/-), all as more particularly set forth in said Reference #5023 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REF. NO.: 5023
DEPT.: CU GARAGE
DATE: 11/26/91
ITEM/SERV.: TRANSMISSIONS

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 10/8/91 & 10/15/91
OPENING DATE: 10/31/91

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 20

NO. OF VENDORS RECEIVING BID/QUOTE: 7

NO. OF VENDORS RETURNING BID/QUOTE: 2

NO. OF VENDORS DISQUALIFIED: 0

NO. OF VENDORS NOT RESPONDING: 18

DATE SENT TO DEPT FOR RECOMM.: 10/31/91

DATE RECOMMENDATION REC'D IN PURCH: 11/8/91

COUNCIL INFORMATION DATES SENT

DATE INFO SENT TO LAW DEPT.: 11/12/91

INTRODUCTION DATE: 11/26/91

DISCUSSION DATE: 12/3/91

PASSAGE DATE: 12/10/91

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT
LAST YEAR OR CURRENT: (IF APPLICABLE)

REFERENCE NO. 5023
TRANSMISSIONS
10/31/91

DESCRIPTION

TRANSM TYPE	SUMMIT TRANS	ALLEN CO MTRS
CHRYSLER A904	\$170.00	\$287.50
FORD C-6	\$170.00	\$350.00
FORD A.O.D.	\$325.00	\$650.00
CHEVY 700R4	\$325.00	\$650.00
CHEVY 125 HYDRO	\$300.00	\$650.00
PARTS JOBBER +/-	NET	-25%
HRLY LABOR RATE	\$25.00	\$46.00
WARRANTY	1 YR OR 15M MILES	1 YR OR 12M MILES

SUMMIT TRANSMISSION PRICES REFLECT REBUILT NOT NEW

ALLEN CO MTRS STATES ADD'L PARTS WILL BE SUPPLIERS WARRANTY

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 10-31-91 @ 11:00 AM BID REFERENCE # 5023

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR TRANSMISSION, REPAIR PARTS & SERVICE FOR THE CITY FLEET PER SPECIFICATIONS

AND REQUESTED BY CITY UTILITIES GARAGE

THIS BID REQUIRES A XXXX \$1000.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Summit Transmission, Inc.

STREET ADDRESS 2133 W. Coliseum Blvd

CITY Fl. Wayne PHONE # 219-483-3295

BY [Signature]
REPRESENTATIVE SIGNATURE

PRICE SHEET

TRANSMISSIONS NEW

CHRYSLER A904 TORQUE CONVERTER

\$ 170.00

FORD C-6 WITH TORQUE CONVERTER

\$ 170.00

FORD A.O.D. WITH TORQUE CONVERTER

\$ 325.00

CHEVY 1989-1991 700R4

\$ 325.00

CHEVY 1985-1991 125 HYDROMATIC

\$ 300.00

PARTS AND LABOR

PARTS-JOBBER PLUS/MINUS (INDICATE + OR -)

net %

LABOR RATE, PER HOUR

\$ 25.00

MANUFACTURER'S WARRANTY: These Transmissions are guaranteed
for a period of 1 year OR 15,000 miles whichever comes
first, by and only at Summit Transmission, Inc.

OTHER PARTS OR REPAIRS NEEDED BUT NOT MENTIONED IN THESE SPECS: _____

The prices quoted on the price sheet are rebuilt
transmissions and are not new.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 10/15/91
 1. Governmental Unit: City of Ft. Wayne
 2. County: Allen
 3. Bidder (Firm): Summit Transmission, Inc.
 Address: 2133 W. Coliseum Blvd
 City/State: Ft. Wayne, IN 46808
 4. Telephone Number: 219-483-3295
 5. Agent of Bidder (if applicable): Via

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Summit Transmission, Inc.
 Signature of Bidder or Agent
Randy D. Mills / agent / President

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen) SS:
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Summit Transmission, Inc.
 Bidder (Firm)

Randy D. Mills
 Signature of Bidder or Agent Randy D. Mills / President

Subscribed and sworn to before me this 28th day of Oct., 1991.

My Commission Expires: 4-26-93

County of Residence: Allen

Roxanne Chilcote
 Notary Public

Roxanne Chilcote
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

A "LOCAL" LIMITED TRANSMISSION WARRANTY AGREEMENT

Summit Transmission, Inc.

THE REPAIR SHOP NAMED ABOVE IS THE WARRANTOR

COVERING A TIME PERIOD OF 1 year from date of issue, or a maximum of 15,000 miles, whichever occurs first.

A. WARRANTY TERMS:

The automatic transmission work described as Rebuilt on work order No. _____ and not including any other materials or labor or any of the other components or parts of the vehicle, is warranted to the buyer against failure caused by defects in workmanship and materials by the warrantor named above; if later repair on parts and labor purchased is necessary within the time and mileage specified in the terms of this warranty, then it will be provided without charge to the buyer, within the limits of this warranty at the warrantor's shop.

This warranty covers parts, labor and the cost of replacing transmission fluid only. This warranty is only extended to the customer named. It does not cover such things as towing, loss of use, loss of earnings, personal injury damages, per diem expenses, nor any other consequential or incidental damages. Warrantor's obligation under this warranty is limited to replacing or repairing defective parts and correcting defectively furnished labor.

The warrantor is responsible only for the parts and labor purchased by the customer on the invoice that prompted the issuance of this warranty, and not for subsequent failures of, or damage resulting from related parts or units as shown in the following: these items consisting of, but not being limited to: a. levers; b. controls; c. linkage; d. radiator; e. coolers; f. rubber mounts; g. external oil lines; h. electrical accessories. The foregoing and other parts are not normally included in or with a transmission repair job.

This warranty will not be valid if the car has been used for towing purposes unless a proper transmission cooler has been installed on the car; nor will it be valid if the transmission assembly has been tampered with outside a qualified repair shop; or if it has been improperly installed by other than the shop of the warrantor; or if factory approved fluid has not been used in the assembly; or if it has been abused or damaged in an accident.

Warrantor reserves the right to refund full purchase price of goods and services purchased herein, in lieu of any claim or claims under this warranty.

B. HOW TO OBTAIN SERVICE — INSTRUCTIONS:

Always take the car back to the original warrantor. This must be done at your own expense; the warrantor shop is not responsible for towing, shipping, or any other expense that might be incurred in transporting the car to the warrantor shop.

C. IMPLIED WARRANTY:

The warranty terms herein apply to both written and implied warranties. All implied warranties are limited to the terms of the written warranty. Consequential or incidental damages are not covered by this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusions or limitation of incidental or consequential damages; so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which can vary from state to state.

CUSTOMER Sample DATE _____ MAKE/YEAR CAR _____
TYPE _____ MILEAGE _____
LICENSE NO. _____ TRANSM. _____

Warranty Authorized by: _____ Warranty Accepted by: _____
(for seller) (customer or his agent)

Read the first time in full and on motion by Burns, seconded by Quadd, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 11-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Quadd, seconded by Long, and duly adopted, placed on its passage. PASSED ~~108T~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>				<u>✓</u>
<u>EDMONDS</u>	<u>✓</u>			
<u>GIAQUINTA</u>				<u>✓</u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>				

DATED: 12-10-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-310-91 on the 10th day of December, 1991

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1991, at the hour of 10:30 o'clock Ⓟ M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 17th day of December, 1991, at the hour of 8:45 o'clock Ⓟ M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

S-91-11-59

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 5023 for the purchase of transmissions through the City Utilities Garage for the City fleet for 1992. The cost reflects the lowest and most responsive of two (2) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: This will allow the Garage to make the necessary repairs on vehicles with damaged transmissions.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT ON NON-PASSAGE: Vehicles cannot be repaired.

PRIOR APPROVAL REQUESTED: NO DATE:

MONIES INVOLVED: Summit Transmission \$19500.00+/-

PRICE AGREEMENT: YES PURCHASE ORDER:

ACCOUNT INFORMATION: CU Garage 702-803-G154-4239

BILL NO. S-91-11-59

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #5023 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and SUMMIT TRANSMISSION for
the Cty Utilities Garage

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Paul M. Burns
Charles B. Redd
Edmond Long
CR Edmond

DATED: 12-10-91

Sandra E. Kennedy
City Clerk